

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT ("Agreement") is entered into as of the 18TH day of OCTOBER, 2006 by and between the City of Las Vegas Redevelopment Agency ("Agency"), and CityMark Development LLC, a California limited liability company ("Buyer"), on the terms and provisions set forth below.

WHEREAS, the Agency is the owner of a parcel site comprising approximately 0.96 acres located in the City of Las Vegas, Clark County, Nevada ("Site") as depicted on Exhibit "A" and legally described on Exhibit "B"; and

WHEREAS, the Site is appropriate for redevelopment; and

WHEREAS, the Agency desires that a mixed use project be developed on the Site with the following uses: (a) A ground floor, minimum twenty-five thousand square foot urban grocery store; (b) approximately one hundred and forty-seven for-sale residential units with customary amenities (of which the maximum number possible of residential units, to the extent financially feasible, will be for-sale at attainable prices [as hereinafter defined]); and, (c) Two hundred parking spaces ("Project"); and

WHEREAS, the Agency desires that the direct sale of the Site be done in compliance with the provisions of NRS 268.059 - NRS 268.063 for redevelopment and economic development purposes in order to facilitate the replan, redesign and redevelopment of an improperly used area, as well as, the creation of attainable housing especially suited for persons employed in

downtown Las Vegas; and

WHEREAS, Buyer desires to proceed with the Agency in investigating and determining the suitability of the Site for the Project described above; and

WHEREAS, the Agency and Buyer mutually desire to enter into this Agreement to set forth the terms and conditions by which they shall mutually proceed to determine whether Buyer desires to purchase the Site in order to develop and construct the Project.

NOW, THEREFORE, in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms in this Agreement shall have the following definitions:

“Agency” means the City of Las Vegas Redevelopment Agency.

“Agency Board” means the City Council acting as the governing board of the Agency.

“Attainable prices” are defined as sales prices that can be afforded by households with family incomes greater than 80% but not more than 250% of the Las Vegas-Paradise, NV MSA median family income.

“Buyer” shall mean CityMark Development LLC, a California limited liability company.

“City” means the City of Las Vegas, Nevada.

“City Council” means the City Council of the City of Las Vegas, Nevada.

"Party(ies)" means Buyer and the Agency individually and Buyer and the Agency collectively.

"Disposition and Development Agreement" or "DDA" means an agreement between the Agency and Buyer stating the conditions under which the Site will be sold to Buyer and scope of development to be built on the Site by Buyer.

"Term" shall have the meaning set forth in Section 2 of this Agreement.

"Site" shall mean the real property depicted on Exhibits "A" and "B" of this Agreement.

2. Term of Agreement. The entire term of this Agreement ("Term") shall consist of an Initial Term and an Extension Term (if applicable). The Term shall expire upon the sooner of: (i) final approval by the Parties of a mutually acceptable DDA; or (ii) end of the Term.

(a) Initial Term. This Agreement shall commence on the date of execution by the Agency and automatically expire one hundred and eighty (180) days ("Initial Term") thereafter.

(b) Extension Term. Effective upon expiration of the Initial Term, the Term may be extended for six (6) months ("Extension Term") provided that (i) final approval by the Agency of a mutually acceptable DDA has not occurred, (ii) Buyer is not in default as set forth in Section 8 below and (iii) Buyer tenders the Extension Deposit in accordance with Section 8 below. Said extension will be considered by written request from Buyer to Agency no less than 30 days prior to expiration of the Initial Term and the Extension Term will

be granted in writing by Executive Director of the Agency so long as the Parties are continuing to engage in active collaboration as provided in Section 3 below.

3. Purpose. The Agency and Buyer agree that their mutual goal under this Agreement is to determine the feasibility of Buyer acting as the owner and developer of the Site.

(a) Active Collaboration. Agency and Buyer will actively collaborate during the Term to strive for mutually acceptable means of achieving the following objectives for the Project (i) configuration of the ground floor to include an urban grocery store, (ii) utilization of the most efficient building materials and/or structural design to minimize total construction cost and (iii) best total number/mix of for-sale residential units and unit types to yield the maximum number of commercially feasible attainably priced residential units at the lowest possible sales prices.

(b) Disposition and Development Agreement ("DDA"). The Agency, and Buyer (with each Party bearing their respective costs and expenses including attorney's fees) shall proceed to draft a mutually acceptable DDA setting forth their respective rights and obligations in respect to the purchase and sale of the Site to Buyer, as well as scope of development to be built on said Site by Buyer.

Upon attainment of a mutually acceptable DDA, the decision for the Agency to enter into said DDA or any other agreement with Buyer will be subject to final approval by the Agency as to any and all proceedings and decisions in connection herewith.

4. Exclusivity. The Agency agrees that during the Term that (i) it

shall deal exclusively with Buyer in connection with the purchase and sale of the Site to Buyer and (ii) it shall not actively negotiate with any other person or entity regarding sale or other disposition of the Site or any portion thereof.

5. Buyer Due Diligence. Buyer shall conduct its own independent due diligence review concerning the various matters relating to all aspects of the development of the Site, including the physical review described in Section 6 below. The Agency shall cooperate in providing Buyer with appropriate information and assistance in conducting such due diligence review. Such cooperation will include assistance in arranging meetings with those persons reasonably determined by Buyer as necessary in completing Buyer's due diligence review. In connection therewith, Buyer acknowledges receiving that documentation and information set forth on Exhibit "C" attached hereto.

6. Physical Review.

(a) Physical Review. Buyer at its sole cost and expense will have the Term of this Agreement to conduct a physical inspection of the Site. During this Term, Buyer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests and environmental assessments with engineers or consultants licensed in the State of Nevada as Buyer may require in its sole discretion, provided that such inspections and tests will not result in any permanent, material damage to the Site. All material in the Agency's possession related to the physical condition of the Site, including, without limitation, all reports and documents related to

the environmental condition of the Site will be provided to Buyer as set forth in Section 5 above.

(b) Plan. Buyer agrees that prior to undertaking any type of tests, investigations or other activities which involve borings, soil removal or any other penetration of the ground surface of the Site, Buyer will provide the Agency with a written plan for such activities which will set forth the intended actions and the steps to be taken to comply with the provisions of this paragraph (b). Such plan will set forth precautions to be taken to insure that the Site will not be materially damaged. Buyer agrees that such plan will be subject to the approval of the Agency, which approval shall not be unreasonably withheld, and that Agency representatives may be present during such activities.

(c) Restoration. All such tests and inspections shall be conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations. Buyer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If Buyer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompact to the original condition of the Site and Buyer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompact to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, Buyer agrees to indemnify, hold harmless and defend (with

counsel reasonably acceptable to the Agency) the Agency and their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Buyer, its officers, agents or employees and occurs from any such cause, excluding, however, pre-existing conditions merely discovered by Buyer or its agents. If Buyer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Buyer will immediately notify the Agency of the same. The indemnity obligations of Buyer under this Section will survive any termination of this Agreement. Buyer covenants and agrees upon request of the Agency to promptly deliver to the Agency without charge therefore, the results and copies of any and all environmental reports and related correspondence.

7. Effect of Agreement.

(a) The Agency. Buyer agrees that this Agreement does not (i) constitute any disposition of any interest or control whatsoever in the Site and (ii) does not create or grant to the benefit of Buyer any right or interest

whatsoever in the Site. Buyer further agrees that (i) the execution of this Agreement by the Agency is merely an agreement by the Agency to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) the Agency is under no obligation to enter into a DDA or any other agreement whatsoever with Buyer in connection with the Site or otherwise and (iii) the decision to enter into a Disposition and Development Agreement or any other agreement with Buyer is at the sole and unfettered discretion of the Agency and final approval by the Agency to any and all proceedings and decisions in connection with a DDA.

(b) Buyer. The Agency further agrees that (i) the execution of this Agreement by Buyer is merely an agreement by Buyer to enter into a period of exclusive negotiations according to the terms and conditions of this Agreement, (ii) Buyer is not under any obligation to enter into a DDA or any other agreement whatsoever with the Agency in connection with the Site or otherwise and (iii) the decision to enter into a DDA or any other agreement with the Agency is at the sole and unfettered discretion of Buyer.

8. Non-Performance; Good Faith Deposit.

(a) Default. In the event (i) a Party has failed or is failing to perform a material obligation of such Party hereunder (except to the extent such failure arises from the failure of the other Party to perform its obligations) and (ii) the Non-Performing ("NP") Party does not perform such obligation within ten (10) days after written notice by the other Party, the NP Party shall be in default of this Agreement.

(b) Agency Rights. In the event Buyer is in default of this Agreement, then the Agency shall have the following sole and exclusive rights and remedies upon written notice to Buyer:

- (i) Terminate this Agreement; and
- (ii) Retain the GFD as the Agency's liquidated damages for the breach of this Agreement by Buyer. It is expressly understood and agreed between the Agency and Buyer that the Agency's actual damages for any such breach by Buyer would be substantial but extremely difficult to ascertain and that the Deposit is a good faith and fair estimate of such damages.

Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(c) Buyer Rights. In the event the Agency is in default of this Agreement, then Buyer shall have the following sole and exclusive rights and remedies upon written notice to the Agency:

- (i) Terminate this Agreement; and,
- (ii) Receive a refund of the GFD in full.

Upon such termination this Agreement shall be of no further force and effect and neither Party shall have any rights hereunder except as otherwise provided in Section 6 above and Section 13 below.

(d) Good Faith Deposit. Concurrently with its execution of this Agreement, Buyer has delivered to the Agency a deposit to secure the good

faith performance of its obligations under this Agreement for the Initial Term in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit").

On or before the effective date of the Extension Term, Buyer will deliver to the Agency an additional deposit to secure the good faith performance of its obligations under this Agreement for the Extension Term in the amount of Fifty Thousand Dollars (\$50,000.00) ("Extension Deposit").

Collectively the Initial Deposit and Extension Deposit, if made, shall comprise the entire Good Faith Deposit ("GFD") that Buyer has delivered to the Agency to secure the good faith performance of its obligations under this Agreement.

Upon the final approval of a DDA by the Agency, the GFD will be credited by the Agency to the earnest money deposit required from Buyer under said DDA.

In the event that (through no fault of either Party) (i) the Agency and Buyer have not reached terms of a mutually acceptable DDA upon expiration of the Term or (ii) final approval of a DDA is not granted by the Agency, Buyer shall receive a refund of the GFD in full.

(e) Non-Liability of Officials. No officers, shareholders, officials (elected or otherwise) or employees of the Agency shall be personally liable to Buyer for any default or breach by the Agency, for any amount which may become due to Buyer or for any obligation of the Agency under the terms of this Agreement. No officers, shareholders, partners, directors or employees of Buyer shall be personally liable to the Agency for any default or breach by

Buyer, for any amount which may become due to the Agency for any obligation of Buyer under the terms of this Agreement.

(f) Liability for Buyer Expenses Buyer hereby agrees and acknowledges that the Agency shall not have any obligation to reimburse or otherwise pay to Buyer any costs and expenses incurred by Buyer in connection with this Agreement, even though a DDA has not been consummated or this Agreement has been terminated due to Buyer being in default of said Agreement. Buyer agrees that all such costs and expenses are to be borne solely by Buyer and that Buyer will make no claim whatsoever against the Agency for reimbursement or otherwise for or in connection with such costs and expenses.

9. Buyer

(a) Organization. Buyer is a limited liability company duly authorized to conduct business in the State of California. The principal office of Buyer is:

CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Phone: 619-231-1161
FAX: 619-235-4691

(b) Buyer Ownership. Buyer is required to make full disclosure to the Agency of its principals, officers, major stockholders, major partners, joint venture partners, key managerial employees and other associates, and all other material information concerning Buyer and its associates. Any significant change in the principals, associates, partners, joint venture, negotiators, development manager, consultants, professionals and directly-involved managerial employees of Buyer during the time this

agreement is in effect is subject to the approval of the Agency.

Pursuant to Resolution RA-4-99 adopted by the City of Las Vegas Redevelopment Agency effective October 1, 1999, Buyer warrants that it has disclosed, on the form attached hereto as Exhibit "D", all principals, including, partners or members of Buyer, as well as all persons and entities holding more than 1% interest in Buyer or any principal, partner or member of the same. Throughout the term hereof, Buyer shall provide written notification of any material change in the above disclosure within 15 days of any such change.

10. Conflict of Interest.

(a) Agency Officials. An official of the Agency, who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the Agency, who is authorized in such capacity and on behalf of the Agency to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Agreement.

(b) No Interest. Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the Agency relating to this Agreement. Notwithstanding any other provision of this

Agreement, if such interest becomes known, the Agency shall have the right to terminate this Agreement following notice from the Agency to Buyer in accordance with Section 8 above, and Buyer's failure to correct default within the time period provided in Section 8.

11. Commissions. The Agency shall not be liable for any real estate commission or brokerage fees relating to this Agreement or the transactions contemplated hereunder. Buyer represents and warrants that it has engaged no broker, agent or finder in connection with this transaction, and Buyer agrees to hold the Agency harmless from any claim by any broker or finder retained by Buyer.

12. Buyer's Financial Capability. Within thirty (30) days of the effective date of this Agreement, Buyer shall submit to the Agency satisfactory evidence of its, its partners and/or designees ability to act as Buyer of the Site, including, without limitation, financial statements for the last three (3) years including income statements and balance sheets and tax returns. All such documents provided to the Agency shall be stamped "Proprietary Information and Confidential" and the Agency shall return all such information after completion of its analysis.

13. Buyer's Indemnity. Buyer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to the Agency) the Agency, their respective affiliates or assignees and their respective officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature relating to or otherwise resulting from or in connection with Buyer's activities under this Agreement.

The indemnity obligations of Buyer under this Section 13 will survive any termination of this Agreement.

14. A.B. 312 Notification. Buyer should be aware that new legislation adopted during the 2005 Nevada Legislative Session regulates the manner by which municipalities (such as the City or affiliate entity like the Agency) may "sell" or "lease" its real property (see NRS 268.061 et. seq.). In this case, the Agency's ability to directly sell this Site to Buyer depends on whether or not the Project will either: 1) qualify under an exclusion to the statute; or 2) be outside the scope of the statute. If not, the Agency will be precluded from selling the Site to Buyer. The Parties intend that, should the Site be sold to Buyer, the purpose will be for redevelopment or economic development.

15. Miscellaneous.

(a) Assignment. Both parties shall have the right to assign this Agreement or any interest in this Agreement to an affiliate entity. Neither party shall have the right to assign this Agreement or any interest in this Agreement, other than to an affiliate entity, without the prior written consent of the other Party, which may be granted or withheld at a Party's sole discretion.

(b) Notices. Formal notices, demands and communications between the Agency and Buyer shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the Agency and Buyer as set forth in this Section 14. Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to the Agency: City of Las Vegas Redevelopment Agency
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101
Attn: Scott D. Adams, Operations Officer

With a copy to: City Attorney's Office
City of Las Vegas
400 Stewart Avenue, 9th Floor
Las Vegas, Nevada 89101
Attn: Teri Ponticello, Deputy City Attorney

If to Buyer: CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Alex Beaton, Project Manager

With a copy to: Jones Vargas
3773 Howard Hughes Parkway, Third Floor South
Las Vegas, Nevada 89169
Attn: Michael E. Buckley, Esq.

(c) Entire Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

(d) Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and Buyer and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of the Agency and Buyer.

(e) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to

be severed from this Agreement and the remaining provisions shall remain in full force and effect.

(f) Applicable Law. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

(g) Captions. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

(h) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

(i) Subsequent Agency Approvals. Any approvals or waivers required of the Agency under this Agreement may be given by the Executive Director for the Agency, or such other person as the Agency designates in writing, unless the Executive Director determines in his/her sole discretion that the approval of the Agency Board is required.


(j) Attorneys' Fees. In the event of any litigation or arbitration between Agency and Buyer arising out of the obligations of either Party under this Agreement or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation, including, without limitation, reasonable attorneys' fees and expert witness fees.


(k) Business Days. If any date specified in this Agreement is a day other than a business day, then the specified action shall occur on the next succeeding business day.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement
on the date set forth above.


City of Las Vegas Redevelopment Agency

ATTEST:

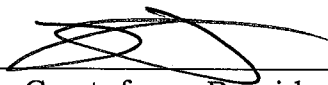
By 
Oscar B. Goodman, Chairman


Barbara Jo Ronemus, Secretary

APPROVED AS TO FORM:

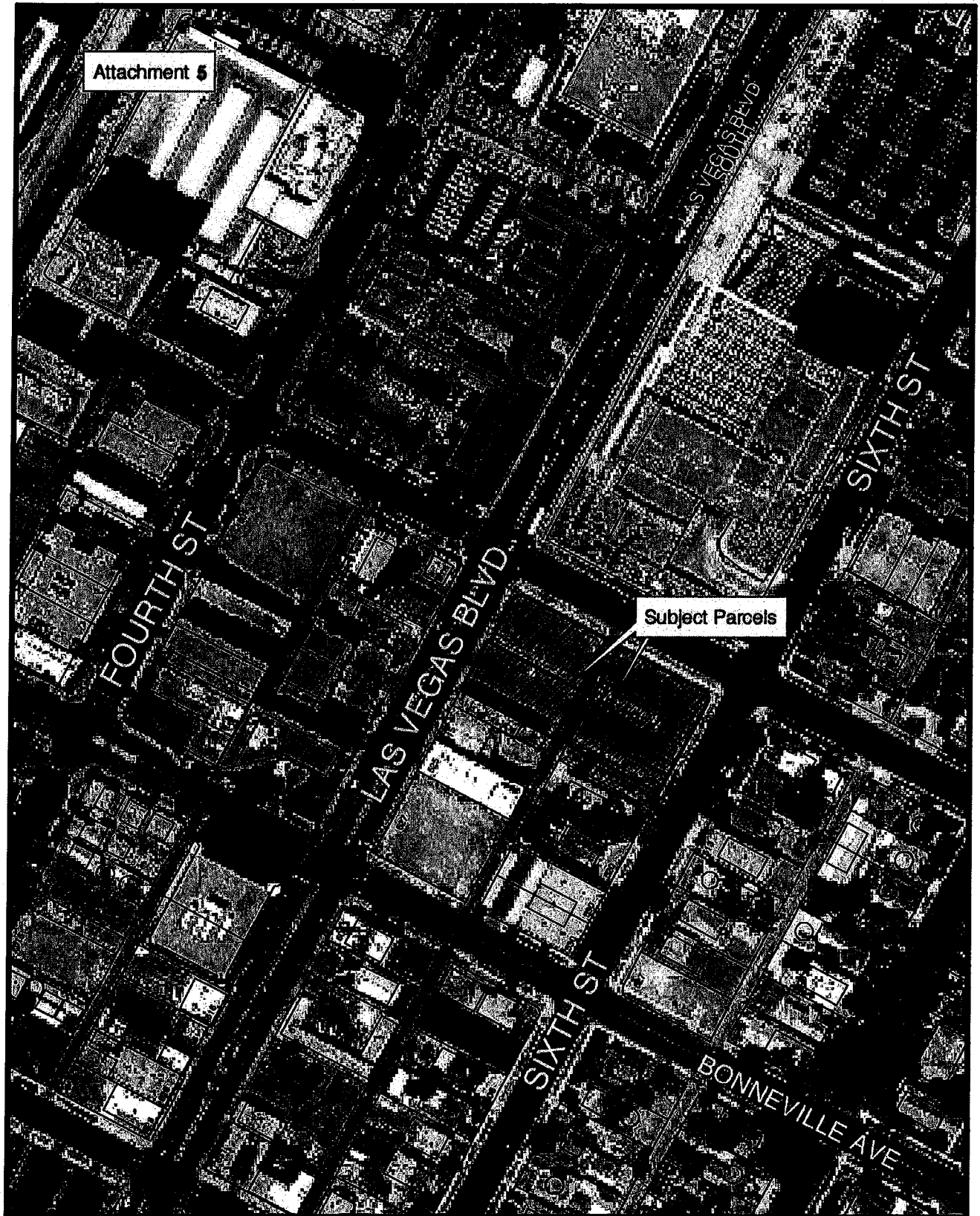
 10/5/04
Deputy City Attorney Date

City Mark Development LLC,
A California limited liability company

By 
Rich Gustafson, President APB

LIST OF EXHIBITS

Exhibit "A"	Site Map
Exhibit "B"	Legal Description
Exhibit "C"	Due Diligence Materials provided by the Agency to Buyer
Exhibit "D"	Buyer Disclosure of Ownership and Principals Form



Site Map



Exhibit "B"

Legal Description

All that certain real property situated in the County of Clark, State of Nevada, described as follows:

Parcel 1:

Lots One (1) through Three (3), inclusive in Block Twenty-three (23) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of said land as conveyed to the City of Las Vegas by a deed recorded March 25, 2002, in Book 20020325 as document No. 01364, Official Records, Clark County, Nevada.

Parcel 2:

Lots Twenty-eight (28) through Thirty-two (32), inclusive, in Block Twenty-Three (23) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada; and that portion of Block "A" of WARDIE ADDITION TO LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 13, in the Office of the County Recorder of Clark County, Nevada, lying between the easterly prolongation of the North sideline of Lot Thirty-two (32) in Block Twenty-three (23) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada, and the Easterly prolongation of the Southerly sideline of Lot Twenty-eight (28) in block Twenty-three (23) of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

Parcel 3:

Lots Four (4), Five (5) and Six (6) in Block Twenty-three (23) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada.

EXCEPTING THEREFROM that portion of said land as conveyed to the City of Las Vegas, a Municipal Corporation by a deed recorded July 14, 2004, in Book 20040714 as document No. 01833, Official Records, Clark County, Nevada.

Parcel 4:

Lot Twenty-seven (27) in Block Twenty-three (23) of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 51, in the Office of the County Recorder of Clark County, Nevada and all that portion of Block "A" of Wardie Addition lying South of the Easterly prolongation of the Northerly side line of Lot Twenty-seven (27) in Block Twenty-three (23) of SOUTH ADDITION and North of the Easterly prolongation of the Southerly side line of Lot Twenty-seven (27) in Block Twenty-three (23) of SOUTH ADDITION.

CONTAINING TOTAL AREA OF: 41,648 sq. ft. more or less

ASSESSOR'S PARCEL NUMBER: 139-34-710-001, 139-34-310-061, 139-34-310-062, 139-34-310-063, and 139-34-310-076

Exhibit "C"

Due Diligence Materials provided by the Agency to Buyer

The Agency has provided the following due diligence materials to Buyer as of the date of execution of this Agreement by the Agency:

<u>Title/Text Reference</u>	<u>Date</u>
Preliminary Title Report by Lawyers Title of Nevada	May 2004
ALTA Survey by Alan R. Riecki, PLS	Mar. 2006
Appraisal Report by Ronald L. James, SRA - James & Associates	Feb. 2006
Appraisal Report by Kendal J. Britton - ROI Appraisal/Britton Group	Feb. 2006

Exhibit "D"

Buyer Disclosure of Ownership and Principals Form

The principals and partners of CityMark Development LLC and all persons and entities holding more than 1% (one percent) interest in CityMark Development LLC Or any principal of CityMark Development LLC are the following:

<u>FULL NAME</u>	<u>BUSINESS ADDRESS</u>	<u>BUSINESS PHONE</u>
1. <u>RICHARD GUSTAFSON</u>	<u>701 "B" ST. #1100, SAN DIEGO, CA 92101</u>	<u>619-231-1161</u>
2. <u>RUSSELL HALEY</u>	<u>701 "B" ST #1100 SAN DIEGO, CA. 92101</u>	<u>619-231-1161</u>
3. <u>VINCENT HOENIGMAN</u>	<u>701 "B" ST. #1100 SAN DIEGO, CA. 92101</u>	<u>619-231-1161</u>
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: [Signature]
Its: President

Subscribed and sworn to before me this 10th day of October, 2006

[Signature]
Notary Public

